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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BETSY SUSAN NYBO, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ONE COMMUNITY HEALTH; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV003085

CLASS AND REPRESENTATIVE ACTION

DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities the Declaration of Plaintiff Betsy Susan Nybo, the Declaration of Jodey Lawrence, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: October 2, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Reservation #: A-03085-001

Action Filed: February 7, 2025
Trial Date: Not Set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Betsy Susan Nybo ("Plaintiff") and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

2. I have reviewed the Sacramento County Superior Court Checklist for Approval of Class Action and/or Private Attorneys General Act Settlements ("Checklist"), and I believe that this instant Declaration and the moving papers filed concurrently herewith comply with the Checklist.

<u>CASE BACKGROUND AND PROCEDURAL HISTORY</u>

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant Cares Community Health dba One Community Health ("Defendant") in California employed during the period from September 28, 2022, to May 9, 2026, for alleged Labor Code violations. Defendant is a health clinic doing business in the State of California. Plaintiff worked for Defendant from approximately June 2018 to January 2023 as a medical assistant. Throughout her employment Plaintiff was employed in an hourly paid, non-exempt position. Plaintiff contends that she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid wages stems from Defendant's alleged failure to compensate employees for off-the-clock work, failure to compensate employees for overtime work, and failure to incorporate all non-discretionary bonuses into the regular rate of pay when calculating the correct overtime pay, meal break premium, and sick day rate of pay. Plaintiff also brings claims against Defendant for meal and rest period violations, unreimbursed business expenses for the personal use of her cellphone and vehicle for work purposes and for the maintenance of her uniform, and derivative

claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on February 7, 2025, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices. On April 8, 2025, Plaintiff filed the operative First Amended Class and Representative Action Complaint, adding a single cause of action for Civil Penalties under PAGA.

6. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members for all off-the-clock work, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant argues that it adopted a valid alternative workweek schedule ("AWS") and that it did not fail to compensate Class members for overtime work. Defendant also argue that it did not fail to incorporate any bonuses into Plaintiff's and Class Member's regular rate for purposes of overtime, meal break premium, and sick pay, as such bonuses were discretionary. Defendant maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with its reimbursement obligations, and therefore, Plaintiff and other Class Members were compensated for any and all necessary business expenses incurred. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL

9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

7. The Parties agreed to mediate the instant action, and participated in private mediation with Deborah Saxe, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically significant sample of time and pay records for the putative Class, Plaintiff's personnel file, and Defendant's written policies and employee handbook in effect during the Class Period. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

8. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage and hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed represented approximately 93.8% of the Class, which allowed Plaintiff's expert to prepare an analysis with high degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

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SETTLEMENT NEGOTIATIONS

9. On March 9, 2026, the Parties participated in a full day of private mediation before Deborah Saxe, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties. The material terms of the settlement are set out in the Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**.

10. The Settlement provides for a non-reversionary, Gross Settlement Amount of at least $500,000.00, subject to potential increase pursuant to an escalator clause. (Settlement, ¶ 3.0.)

11. The Net Settlement Amount means the amount to be allocated as Individual Class Payments. (*Id.* at ¶ 1.26.) The Net Settlement Amount is the Gross Settlement Amount ($500,000.00) minus the following sums, subject to approval by the Court: (1) Class Counsel Fees Payment (not to exceed 1/3 of the Gross Settlement Amount, or $166,666.66, whichever is greater); (2) Class Counsel Expenses Payment (not to exceed $30,000.00); (3) Class Representative Service Payment to Plaintiff (not more than $10,000.00); (4) PAGA Penalties Payment ($20,000.00); and (5) Administration Expenses Payment (not more than $15,000.00). (*Id.*) The Net Settlement is estimated to be $258,333.33 as discussed *infra* at paragraph 42.

12. 20% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). (*Id.* at ¶ 3.1.3.2.) 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). (*Id.*) 100% of each Individual PAGA Payment will be allocated as penalties. (*Id.* at ¶ 3.1.4.2.)

13. Class Members will not need to submit any claim form as a condition of receiving Individual Class Payments. (*Id.* at ¶ 3.0.) Each Class Member who does not opt-out will be entitled to a

pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.1.3.1.) Likewise, each Aggrieved Employee will be entitled to a *pro rata* share of the 35% share of the PAGA Penalties directly proportional to the number of PAGA Pay Periods. (*Id.* at ¶ 3.1.4.1.)

14. The "Class" is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the period from September 28, 2022, to May 9, 2026 ("Class Period"). (*Id.* at ¶ 1.4, 1.11.) Class Members will be paid a *pro rata* share based on the number of Workweeks worked by the Class Member during the Class Period. (*Id.* at ¶ 3.1.3.1.) "Workweek" means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant. (*Id.* at ¶ 1.43.) Defendant represents that there is a total of 42,134 Workweeks during the Class Period. (*Id.* at ¶ 7.)

15. Participating Class Members release Released Parties from all causes of action and claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint during the Class Period. (*Id.* at ¶ 5.1.) Aggrieved Employees release the Released Parties from all causes of action and claims for civil penalties under PAGA hat were alleged in the Operative Complaint and Plaintiff's PAGA notice letter or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and Plaintiff's PAGA notice letter, during the PAGA Period. (*Id.* at ¶ 5.2.)

16. The maximum exposure is $10,768,500.41 and the realistic exposure is $997,134.42. A detailed discussion of the maximum and realistic exposure estimates for each of Plaintiff's claims and how these exposure amounts were calculated is provided *infra* at paragraphs 29 through 37.

17. The "Aggrieved Employees" is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the period from February 1, 2024, to May 9, 2026 ("PAGA Period"). (*Id.* at ¶ 1.3, 1.31.) Each Aggrieved Employee will be entitled to a *pro rata* share of the 35% share of the PAGA Penalties directly proportional to the number of PAGA Pay Periods. (*Id.* at ¶ 3.1.4.1.) "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (*Id.* at ¶ 1.30.)

18. The Settlement provides for a PAGA Penalties of $20,000.00. (*Id.* at ¶ 3.1.4.) Pursuant to PAGA, 65% or $13,000.00 is allocated to the LWDA and 35% or $7,000.00 is allocated to Aggrieved Employees. (*Id.*) A detailed discussion on the fairness of the PAGA Penalties and the valuation of the PAGA civil penalties is provided *infra* at paragraph 38. On February 1, 2025, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2**. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

19. In compliance with Labor Code section 2699, subdivision (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

20. The Gross Settlement Amount, together with all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, shall be fully funded by transmission of such funds to the Administrator by Defendant no later than 10 business days following the Effective Date. (*Id.* at ¶ 4.0.) "Effective Date" refers to the date upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; and (iii) Judgment is final. (*Id.* at ¶ 1.17.)

21. There are an estimated 564 Class Members who worked approximately 42,134 Workweeks. Additionally, there are 451 Aggrieved Employees who worked approximately 14,238 Pay Periods. Class Members are estimated to receive an average of $458.04, with an average Workweek value of $6.13. Aggrieved Employees are estimated to receive an average of $15.52, with an average Pay Period value of $0.49. A detailed discussion of the estimated payments to Class Members and Aggrieved Employees is provided *infra* at paragraph 42.

22. The Settlement does not provide for a *cy pres* distribution. For any Individual Class Payment check or Individual PAGA Payment check that is uncashed and cancelled after 180 days from date of mailing (the "void date"), or for any Class Member whose envelope is returned and no forwarding

address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure (CCP") section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

23. The Parties jointly appointed Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement, agreed the Administrator will be paid the costs of administration work from the Gross Settlement Amount, and estimated administration costs will not more than $15,000.00 (*Id.* at ¶¶ 1.1, 3.1.3.) At this time, the Administrator estimates costs will be $10,000.00, and a true and correct copy of the Administrator's costs estimate is attached hereto as **Exhibit 4**.

24. The proposed Class Notice is attached to the Settlement as **Exhibit A** and has been agreed to by counsel for the Parties. The Class Notice adequately informs Class Members of the terms of the Settlement and avoids commentary on the merits of the Settlement. (*See generally id.*, Ex. A.) The Administrator will mail the Class Notice to Class Members in English and Spanish by First Class United States mail using data provided by Defendant and after running a check of the data from Defendant against those on file with the U.S. Postal Services' National Change of Address List (*Id.* at ¶ 6.3.) Defendant will provide the Class Data to the Administrator within 21 calendar days after grant of preliminary approval, and the Administrator will mail the Class Notices within 14 calendar days following receipt of the Class Data. (*Id.* at ¶¶ 6.1, 6.3.) The Class Notice explains the procedure under which a Class Member can dispute the number of individual Workweeks and/or Pay Periods credited to them. (*Id.* at Ex. A.) Additionally, the Class Notice explains how Class Members may, should they choose to do so, opt-out, dispute the number of Workweeks, or otherwise object to the Settlement. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. (*Id.* at Ex. A.) Class Members will have 45 calendar days after the Administrator initially mails the Notice to submit a Request for Exclusion or written objections to the Settlement. (*Id.* at ¶ 6.12, *et seq*.) In the case of a re-mailed Notice, Class Members will have an additional 14 calendar

days from re-mailing. (*Id.*) Requests for Exclusion, disputes, and objections will be mailed to and handled by the Administrator. (*See id*.)

25. The Settlement provides a fee application of not to exceed 1/3 of the Gross Settlement Amount for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $30,000.00, payable from the Gross Settlement Amount, subject to Court Approval. (*Id.* at ¶ 3.1.2.) At this time, Plaintiff's Counsel has incurred $26,913.42 in litigation costs, and a true and correct copy of an itemized detail of the costs is attached hereto as **Exhibit 5**. Plaintiff's Counsel expects to incur not more than $500 in additional costs from preliminary approval to final approval for filing and service fees.

26. The Settlement includes a Class Representative Service Payment of not more than $10,000.00 payable from the Gross Settlement Amount, subject to the Court's approval, to Plaintiff, in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶ 3.1.1.) This award is for Plaintiff's services in support of the Action and for her general release. (*Id.* at ¶ 1.7.) In the event the award finally approved is less, the difference will be allocated to the Net Settlement Amount. (*Id.* at ¶ 3.1.1.)

27. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online. Additionally, Defendant have not indicated there is any related case pending as of the date of this declaration. As such, I am unable to name any case, the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class or would otherwise be adversely affected by approval of this Settlement.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

28. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable,

and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class.

29. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and realistic (risk-adjusted) exposure that Defendant faced. There are an estimated 564 Class Members who worked 42,134 Workweeks, at an average hourly rate of $31.16. Additionally, there are an estimated: 347 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 451 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 14,238 PAGA Pay Periods.

Accordingly, we calculated Defendant's potential exposure as follows:

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Exposure Amount**
Unpaid Overtime Wages (Invalid AWS)	42,134 Workweeks	$31.16 average hourly rate	53,091 net unpaid overtime hours	**Maximum: $827,157.78** **Realistic: $206,789.45***
Unpaid Wages (Off the Clock)	42,134 Workweeks	$31.16 average hourly rate	14,747 net unpaid hours (assuming 5 minutes per shift; 87.8% overtime)	**Maximum: $661,244.27** **Realistic: $66,124.43****
Unpaid Wages (Regular Rate)	42,134 Workweeks	$31.40 average regular rate	Based on Expert Analysis of Records	**Maximum: $55,700.00** **Realistic: $13,925.00***
Meal Period Violations	42,134 Workweeks	$31.16 average hourly rate	17,342 unique meal break violations (9.8% violation rate net of premiums)	**Maximum: $540,376.72** **Realistic: $135,094.18***
Rest Period Violations	42,134 Workweeks	$31.16 average hourly rate	76,979 unique rest break violations (assumes 50%	**Maximum: $2,398,665.64** **Realistic:**

			violation rate for shifts of at least 3.5 hours)	**$239,866.56****
Unreimbursed Business Expenses Violations	42,134 Workweeks	$40 per month	Expert Analysis of Records	**Maximum: $421,340.00** **Realistic: $42,134.00****
Labor Code § 203	Based on approx. 347 terminated employees within the 3-year SOL	$31.16 average hourly rate /30-day max.	Assumes 8.1 hours / day	**Maximum: $2,636,216.00** **Realistic: $131,810.80*****
Labor Code § 226	Based on approx. 451 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 14,238 pay periods within the 1-year SOL	**Maximum: $1,804,000.00** **Realistic: $90,200.00*****
PAGA	Based on 14,238 pay periods within the 1-year SOL	$100 per pay period	Based on 14,238 pay periods within the 1-year SOL	**Maximum: $1,423,800.00** **Realistic: $71,190.00*****
Total				**Maximum: $10,768,500.41** **Realistic: $997,134.42**

* These figures are discounted based on a 25% probability of prevailing at class certification and on th merits.
** These figures are discounted based on a 10% probability of prevailing at class certification and o the merits.
*** These figures are discounted based on a 5% probability of prevailing at class certification and o the merits.

30. Plaintiff's unpaid overtime wages claim is based, in part, on allegations that Defendant failed to compensate employees for all overtime work. The time and pay records indicate that approximately 19.6% of pay periods included unpaid overtime, assuming the AWS implemented is invalid, affecting approximately 126 Class Members. Plaintiff's expert estimated that Defendant failed to pay overtime for approximately 53,091 hours. Defendant's maximum exposure was estimated to be

$827,157.78. Defendant argues, however, it properly implemented an AWS, such that there was no failure to compensate Class Members for overtime hours. Indeed, the California AWS Elections Database search shows two results for Defendant, with elections in favor of a 4/10 work week. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits In light of the foregoing, and for purposes of settlement, Plaintiff's Counsel discounted the maximum potential liability by 75% ($827,157.78* .25). **Plaintiff's realistic damage estimate for the unpaid overtime wages claim is therefore $206,789.45.**

31. Plaintiff's unpaid wages claim is based, in part, on allegations that Defendant did not compensate Class Members for all hours worked. Plaintiff alleges that Plaintiff and putative Class Members were required to perform work prior to clocking into work and after clocking out of work, without compensation. Plaintiff alleges that she and Class Members had to wait for their computers to boot up for at least 10 minutes every start of their shift just to clock-in. Plaintiff was likewise told by her supervisors to set up patients with rooms prior to clocking-in. Therefore, Plaintiff's Counsel conservatively estimated Class Members spent an average 5 minutes off the clock per shift during the Class Period. Plaintiff's Counsel and their data expert then estimated that Defendant failed to pay Class Members for approximately 14,747 hours, 87.8% of which should have been paid at the overtime rate. From this, Plaintiff's expert calculated that Defendant has a maximum potential liability of $661,244.27. Defendant contends that all time worked was compensated, that off-the-clock work is not permitted, and that this claim is highly individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the maximum potential liability by 90% ($661,244.27 * .10. **Plaintiff's realistic damage estimate for the unpaid wages claim due to off-the-clock work is therefore $66,124.43.**

32. Plaintiff's unpaid wage claim is also based, in part, on allegations that Defendant failed to pay overtime, meal break premium, and sick pay at the proper regular rate of pay during the Class Period. Defendant's payroll records reflect pay codes (i.e., OTHER, BONUS, REFERRAL BONUS,

REFERRALB, etc.) for additional remunerations, which Plaintiff alleges were non-discretionary, and as such, should have been incorporated into employees' regular rate of pay. Plaintiff's expert analyzed Defendant's sample records and estimated Defendant's liability for underpaid overtime to be $20,713.00, for underpaid meal break premiums to be $589, and for underpaid sick pay to be $34,398, for a total maximum potential exposure of $55,700.00. Defendant contends that each of these payments were discretionary, and that it separately paid additional overtime to offset any underpayments of overtime compensation. Defendant further argues that to the extent that there were non-discretionary bonuses that should have been incorporated into employees' regular rate, the resulting underpayment was nominal. Plaintiff's expert's analysis of the records also showed that the regular rate claim does not reach the severity of what was originally contemplated. Specifically, if there was any underpayment due to incorrect regular rate, only 12.7% of pay periods were affected by underpayment of overtime pay, 0.9% of pay periods were affected by underpayment of meal break premiums and 3.0% of pay periods for underpayment of sick pay. Defendant also argues that this claim is improper for class treatment, in part, given the challenges in extrapolating this claim to the entire Class. Although I believe there is merit to this claim, with conflicting interpretations on the issue, potential defenses to certifying this claim, lack of written policies regarding criteria for bonus payments, and to account for potential difficulties in class certification, Plaintiff's Counsel discounted the maximum damage exposure by 75% ($55,700.00 * .25). Accordingly, Plaintiff's **realistic recovery is estimated to be $13,925.00 for the regular rate of pay claim.**

33. Plaintiff's meal period claim is based on allegations that, due to the nature of their work and the fact that Defendant did not provide or maintain sufficient meal period practices, Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. The sample of time and corresponding payroll records of the putative Class indicated that Defendant either failed to provide a meal period or provided a short and/or interrupted meal period 17,342 times throughout the Class Period, resulting in a 9.8% overall violation rate. Plaintiff's Counsel and their data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, Defendant has a maximum

potential liability of $540,376.72 (17,342 unique violations[1] * $31.16 per hour). Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the potential liability by 75% ($540,376.72 * 0.25). **Plaintiff's realistic recovery estimate for the meal period claim is therefore $135,094.18.**

34. The rest break claim is based on allegations that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel estimated that Defendant had a 50% violation rate for shifts greater than or equal to 3.5 hours in length. Plaintiff's expert then estimated that, in light of the estimated violation rate, 153,958 total estimated rest break violations during the Class Period, and average hourly rate of the putative Class, Defendant had a potential liability of $2,398,665.64 (76,979 unique violations * $31.16 per hour). Defendant nonetheless contended that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating that Class Members shared a similar experience as to rest breaks. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the potential liability by 90% ($2,398,66.64 * .10). **Plaintiff's realistic recovery estimate for the rest break claim is therefore**

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[1] Unique meal break violations are defined as shifts with at least one of the following: (1) recorded 1st meal break after the end of the 5th hour for shifts greater than 5 hours, (2) 1st meal break less than 30 minutes for shifts greater than 5 hours, (3) no 1st meal breaks for shifts greater than 5 hours, or 4) no 2nd meal breaks for shifts greater than 10 hours.

$239,866.56.

35. The unreimbursed business expenses claim is based on allegations that Defendant did not reimburse Class Members for all expenses Class Members incurred in direct consequence of their work duties. For example, Plaintiff alleges that she and other Class Members were required to use their personal cellphones for work related purposes. Plaintiff also alleges they also incurred expenses for the use of their personal vehicle and for the maintenance of their uniforms, without reimbursement. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's Counsel estimated that Defendant should have reimbursed $40.00 per month. Plaintiff's expert then estimated that Defendant has a potential maximum liability of $421,340.00. Defendant nonetheless contends that it complied with all its reimbursement obligations, and further, that the reimbursement claim would be difficult to certify, given the limited documentation and the individualistic nature of this claim. In light of these defenses, and for purposes of Settlement, Plaintiff's Counsel discounted the potential liability by 90% ($421,340.00 * 0.10). **Plaintiff's realistic damage estimate for the unreimbursed expenses claim is therefore $42,134.00.**

36. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential exposure, prior to risk-adjustment, is $5,864,016.00, which breaks down as follows: **$2,636,216.00** for waiting time penalties for approximately 347 terminated Class Members in the 3-year SOL (347 Class Members x $31.16 average hourly rate x 30 days x 8.1 hours per day); a **$1,804,000.00** penalty for inaccurate wage statements based on approximately 451 Class Members in the 1-year SOL (451 * $4,000.00 maximum per employee); and **$1,423,800.00** for PAGA penalties based on approximately 14,238 Pay Periods and the Court assessing a $100 penalty for each pay period containing a violation (14,238 x $100). However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar

class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $703,933.62, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **$131,810.80** for waiting time penalties, **$90,200.00** for inaccurate wage statement penalties, and **$71,190.00** for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $293,200.80 for statutory and civil penalties**.

37. Using these estimated figures, **the *realistic* (risk-adjusted) recovery for all claims, including penalties, is $997,134.42**. This means **the $500,000.00 gross settlement figure represents approximately 50% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

38. With regard to the PAGA claims, Plaintiff and her Counsel believe the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant had to hire legal counsel, engage in informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less than $500,000.00 to resolve this matter—of which $20,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) The PAGA Penalties represent approximately 28% of the realistic damage estimate for PAGA civil penalties ($20,000 / $71,190.00). Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA

penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

39. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

40. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

41. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

42. The Net Settlement Amount available for settlement payments is estimated to be *no less than* **$258,333.33** for an estimated Class of **564 individuals**.[2] As a result, it is estimated each Participating Class Member will receive an average gross benefit of approximately **$458.04** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is

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[2] The Net Settlement Amount is at least $500,000.00 less the following: $10,000.00 for the Service Payment to Plaintiff, $15,000.00 for Administration Expenses Payment, $20,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, $166,666.66 for attorneys' fees to Class Counsel, and up to $30,000.00 for reimbursement of litigation costs to Class Counsel. (Settlement, ¶ 3.1, *et seq.*)

$31.16, the average benefit is roughly **14.7 hours of work**. This amounts to **an estimated Workweek value of roughly $6.13** for the currently estimated **42,134 Workweeks**. Additionally, it is currently estimated there are **451 Aggrieved Employees** who will receive an estimated average of approximately **$15.52** from their $7,000.00 total share of the PAGA Penalties, which results in an estimated per **Pay Period value of $0.49** based on the currently estimated **14,238 PAGA Pay Periods**. The actual amounts to Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer will receive a gross benefit greater than the average estimated amount. At this time, the high and low range of payments to Class Members are unknown. These ranges will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

43. The proposed Settlement of $500,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount of $500,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

44. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding her hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would

have been impossible to obtain without her participation.

45. At the same time, Plaintiff faced many risks in adding herself as the named Plaintiff in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring Plaintiff in learning she sued a former employer.

46. In turn, Class Members can now participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If each Class Member would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Class.

47. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested service payment to Plaintiff for her service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and compared to payments granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit, in addition to her general release of claims, both known and unknown, and waiver of section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

48. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2023.

49. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My practice is focused exclusively on advocating for the rights of employees in wage and hour litigation, almost entirely in class and/or representative actions.

50. For the past decade, I have built my practice to have an emphasis on employment and

related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench and jury trials on behalf of both employees and employers in wage and hour cases.

51. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited June 18, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate is $1,019 per hour. Accordingly, my current billing rate of $950.00 per hour is reasonable.

52. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel

for other wage and hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

53. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in

Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as a "Southern California Rising Star" in 2020–2023.

54. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr. Feghali became heavily involved in the firm's class action practice.

55. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate is $1,019 per hour. (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

56. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

(a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage-and-hour class action.

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400), which was granted in part and denied in part in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.

(f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17–cv–09056–RSWL–MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a proper defendant.

(h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for $850,000.00, $375,000.00, and $250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

(i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of Hernandez v. CR Laurence, Inc., et al. (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

57. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) ($5,000,000); *Stanley Black &*

Decker Wage and Hour Cases (No. JCCP5218) ($3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

58. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

59. Mr. Song's current billing rate is $650.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 11+ years of experience out of law school, his Laffey Matrix rate is $1,019 per hour. (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of $650.00 per hour is reasonable.

60. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and

employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group*, LP, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc*., San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc*., Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc*., Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; G*arcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc*., Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc*., Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc*., Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc*., Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC, Marin County Superior Court*, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al*., Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc*., San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc*. Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc*., Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc*., Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp*., Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc*., Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc*., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498). Mr. Song is currently handling multiple class action and PAGA matters.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

61. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

62. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As noted above, Moon Law Group, PC has been appointed lead or co-lead class

counsel in federal and state courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that time, including wage and hour class and/or PAGA actions.

63. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this experience we concluded that this litigation could not have been settled on better terms than provided under the Settlement.

64. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

65. The Settlement provides for attorneys' fees payable to Class Counsel in an amount not to exceed 1/3 of the Gross Settlement Amount, or $166,666.66, whichever is higher. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

66. I am informed and believe that the fees and costs provision in the Settlement is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. Moreover, my office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

67. It is further estimated that my office will need to expend at least another 50 to 100 hours to monitor the administration process leading up to the final approval, prepare for final approval, and oversee distribution to the Class following final approval. My office also bears the risk of taking whatever actions are necessary should Defendant fail to pay.

68. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having the defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

69. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

70. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will include following preliminary and final approval, without limitation, the following:

(a) Numerous interviews with Plaintiff and review of documents provided by her;

(b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;

(c) Preparation and submission of Plaintiff's PAGA notice letter;

(d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;

(e) Extensive “meet and confer” correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(f) Research and preparation of Plaintiff’s mediation brief;

(g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;

(h) Attendance and active participation at a full day of mediation;

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

(j) Preparation of the motion for preliminary approval and the accompanying filings;

(k) Anticipated preparation for and attendance at the preliminary approval hearing;

(l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

71. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* $500,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on June 19, 2026, at Los Angeles, California.

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Kane Moon